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SUBJECT: NUCLEAR SMUGGLING OUTREACH INITIATIVE: SIGNING OF MOU BETWEEN DOE AND FINLAND REGARDING FINLAND,S CONTRIBUTION TO SUPPORT DOE/NNSA,S TECHNICAL ASSISTANCE TO THE KYRGYZ REPUBLIC

**¶1.** (U) This is an action request for Embassy Helsinki. See para 4.

**¶2.** (U) SUMMARY: The U.S. Department of Energy (DOE) and the Finnish Ministry of Foreign Affairs have reached agreement on a Memorandum of Understanding (MOU) under which the Finns will contribute 250,000 euros to the Second Line of Defense (SLD) program administered by DOE,s National Nuclear Security Administration (NNSA), to supplement SLD assistance to the Kyrgyz Republic. Washington understands that the MFA will designate the Finnish Secretary of State Pertti Torstila to sign the MOU for Finland. U.S. Ambassador Bruce J. Oreck is requested to sign the agreement on behalf of DOE, and Embassy Helsinki is requested to arrange a signing ceremony on Friday, 30 October. END SUMMARY.

**¶3.** (U) BACKGROUND: The Finnish Ministry of Foreign Affairs has stated Finland,s intent to make a financial contribution in the amount of 250,000 euros (approx. \$376,000) to the DOE,s SLD program in calendar year 2009. This contribution will support SLD,s technical assistance to the Kyrgyz Republic, primarily for security upgrades to sites on the Kyrgyz Republic,s border. This project was presented to the MFA by the Department of State,s Nuclear Smuggling Outreach Initiative (NSOI) and will be implemented by DOE/NNSA. DOE has negotiated an MOU with the MFA to facilitate the contribution. The Department concurs with DOE,s entry into this MOU. Department of Energy requests that Ambassador Oreck sign the MOU on its behalf. END BACKGROUND.

**¶4.** (U) ACTION REQUEST: Department and NNSA request that Ambassador Bruce J. Oreck sign the MOU on behalf of DOE. Approved text of the MOU is contained in paragraph 5. Department requests that Embassy contact MFA to arrange a time and location for signing of the MOU on Friday, 30 October.

**¶5.** (U)

BEGIN TEXT OF MOU:

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA AND THE MINISTRY FOR FOREIGN AFFAIRS OF THE REPUBLIC OF FINLAND FOR COOPERATION ON THE SECOND LINE OF DEFENSE PROGRAM

The Department of Energy of the United States of America (&DOE&8) and the Ministry for Foreign Affairs of the Republic of Finland (&MFA&8), hereinafter referred to as the &Participants&8;

SEEKING to promote the non-proliferation of nuclear weapons and other nuclear explosive devices in accordance with the Treaty on the Non-Proliferation of Nuclear Weapons of July 1, 1968;

NOTING the Memorandum of Understanding between the Government of the United States of America and the Government of the

Kyrgyz Republic Concerning Prevention of Illicit Trafficking in Nuclear and Other Radioactive Material of August 15, 2008; and

GUIDED by the mutual desire to cooperate with each other to strengthen the overall capability of the Kyrgyz Republic to detect and deter the illicit trafficking in nuclear and other radioactive material across international borders, which activity falls under the objectives of the Global Partnership Against the Spread of Weapons and Materials of Mass Destruction, an initiative created by the G8 at the Kananaskis Summit in June 2002 (the &Global Partnership8); HAVE REACHED THE FOLLOWING UNDERSTANDING:

I OBJECTIVE

¶1. The objective of this Memorandum of Understanding (Memorandum) is to facilitate cooperation between the Participants in furtherance of the Global Partnership, which was established to support specific cooperation projects, initially in Russia and then in other countries, including those of the former Soviet Union, to address non proliferation, disarmament, counter-terrorism and nuclear security issues, including threats posed by vulnerable, high-risk nuclear and other radioactive materials.

¶2. The Participants recognize that vulnerable high-risk nuclear and other radioactive materials in countries of the former Soviet Union constitute a proliferation threat, and, in furtherance of their Global Partnership commitments, the Participants intend to cooperate pursuant to this Memorandum to strengthen the capability of the Kyrgyz Republic to detect and deter nuclear smuggling across its borders.

II SCOPE

¶1. DOE, on behalf of the Government of the United States of America, is providing technical assistance through the DOE/National Nuclear Security Administration's Office of the Second Line of Defense (SLD) to detect and deter illicit trafficking of nuclear and other radioactive material by securing international land borders, seaports, and airports in countries around the world.

¶2. MFA, for the Government of the Republic of Finland, intends to make a financial contribution to DOE in the calendar year 2009 under this Memorandum, in the amount of 250,000 euros (the &Contribution8), for use by DOE in support of SLD's technical assistance to the Kyrgyz Republic, primarily for security upgrades to sites on the Kyrgyz Republic's border (the &Cooperation Project8).

¶3. Cooperation under this Memorandum is limited to the Cooperation Project, and DOE intends to use all funds contributed by MFA under this Memorandum exclusively for that purpose.

III FINANCIAL ARRANGEMENTS

¶1. MFA intends to pay the Contribution in one lump sum to DOE's account at the Federal Reserve Bank of New York, in accordance with arrangements determined by the Participants.

¶2. In the event (a) any portion of the Contribution is not used by DOE by December 31, 2010, or (b) one or both Participants discontinue their participation in this Memorandum in accordance with Section VI, paragraph 4 hereof, DOE intends to return to MFA the unused portion of said Contribution.

¶3. The Participants understand that the maximum Contribution payable under this Memorandum is 250,000 euros.

¶4. DOE intends to keep accounts and records of the costs of the Cooperation Project, including all expenditures or

commitments and intends to comply with its relevant regulations and with generally accepted accounting principles, including those related to audits.

¶15. DOE intends to provide to MFA monthly written updates on the Cooperation Project, until the Contribution has been fully disbursed or until this Memorandum is discontinued in accordance with Section VI, paragraph 4 hereof, whichever occurs first. In addition, DOE intends to provide to MFA an annual summary progress report of the Cooperation Project until the Contribution has been fully disbursed or until the Memorandum is discontinued, whichever occurs first.

¶16. DOE intends to allow, with reasonable notice, MFA or its representatives, access to audits performed by DOE with regard to DOE's disbursement of the Contribution for the Cooperation Project, for a period of three years after (a) disbursement of the Contribution is completed or (b) this Memorandum is discontinued, whichever occurs first. MFA understands that DOE may remove from its audits any information that DOE may be required to protect under United States law.

#### IV SOURCE OF FUNDS

For the duration of the Cooperation Project, DOE intends to provide to MFA a copy of the United States Secretary of Energy's annual report to the United States Congress's defense committees regarding international contributions to the Second Line of Defense Program.

#### V POINTS OF CONTACT

For purposes of facilitating communication under this Memorandum, MFA hereby designates as its point of contact:

Director  
Unit for Arms Control  
Ministry for Foreign Affairs  
P.O. Box 420  
FI-00023 Government  
Finland

For the same purposes DOE designates as its point of contact:

Director  
Office of the Second Line of Defense (NA-25)  
U.S. Department of Energy  
1000 Independence Avenue, S.W.  
Washington, D.C. 20585

#### VI COMMENCEMENT, MODIFICATION AND DISCONTINUATION

¶11. This Memorandum is not intended to create any legally binding rights or obligations.

¶12. Cooperation under this Memorandum is expected to commence upon signature by both Participants.

¶13. This Memorandum may be modified by mutual consent of the Participants in writing. Any such modification is expected to come into effect upon signature by the Participants.

¶14. The Participants may discontinue this Memorandum at any time by mutual consent in writing. A Participant may discontinue its participation in this Memorandum by giving the other Participant 3 months advance written notice.

Signed at Helsinki, in duplicate, this 30th day of October,  
¶2009.

FOR THE DEPARTMENT OF ENERGY                   FOR THE MINISTRY FOR  
OF THE UNITED STATES OF AMERICA:               FOREIGN AFFAIRS OF THE  
   REPUBLIC OF FINLAND:

END TEXT OF MOU.

**¶6.** (U) Post's assistance is greatly appreciated. POC for this action is Daniela Carciani, Department of State, Tel: 202-736-4917, Email: CarcianiD@state.gov.

CLINTON